



## REQUEST FOR PROPOSAL (RFP)

### HAZARDOUS WASTE DISPOSAL SERVICES

<b>RFP Number:</b>	12-0815	<b>Contracting Officer:</b>	Roseann Johnson
<b>Proposal Due Date:</b>	April 25, 2012	<b>Pre-Proposal Conference Date:</b>	Not applicable to this RFP
<b>Proposal Due Time:</b>	3:00 PM	<b>RFP Issue Date:</b>	April 09, 2012

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable for this RFP
Certificate of Competency/License:	See Section 1.17
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference/Walk-Thru:	Not applicable for this RFP

**At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration.** The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

**Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.**

#### NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

#### VENDOR IDENTIFICATION

<b>Company Name:</b> _____	<b>Phone Number:</b> _____
<b>E-mail Address:</b> _____	<b>Contact Person:</b> _____

**Section 1.1: Purpose**

**This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Request for Proposal.**

The County is seeking proposals to provide hazardous waste disposal services. It is the intent of the County to reduce the amount of hazardous waste in the environment and the Solid Waste Stream. The County maintains a permanent household chemical collection site located at 13130 County Landfill Road, Tavares, Florida, which will be utilized in connection with the performance of the household chemical collection program and special waste collection events unless otherwise designated by the County. Services shall include, but not be limited to, identification, packaging, shipping and proper disposal of household hazardous waste/chemicals. Waste will derive from the County sponsored Household Hazardous Waste/Chemical Collection Program. The County will provide an advertising campaign to inform the County's Small Quantity Generators (SQG) of the times and dates of the proposed collection events.

The contractor will also provide hazardous waste collection, identification, transportation, packaging and proper disposal for the Small Quantity Generators (SQG). The cost for these services shall be passed directly to the SQG's who participate in the program and shall be collected by the contractor. A summary report of the SQG participants and quantities received will be provided to the County. Services not specifically identified herein may be added to the contract upon mutual consent of the parties.

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Roseann Johnson, CPM, CPPB, Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 441  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9839 Fax : 352.343.9473  
E-mail: rjohnson@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

**Section 1.3: Method of Award – Considering Qualifications and Pricing**

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria:

1. Qualifications of proposed personnel.
2. Proposed materials and plans to accomplish task.
3. Proposed costs / fee schedule.
4. Reports from direct and indirect references.
5. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
6. Other relevant criteria.

The County reserves the right to request best and final offers if such action is determined to be appropriate, and to reject any offer wherein the price is determined to be unrealistic or unreasonable.

The County reserves the right to award to multiple vendors. A primary, secondary and third vendor may be awarded contracts.

**Section 1.4: Site Visits (Recommended)**

Prior to submitting its offer, the vendor is requested to visit the site of the proposed work and to become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. No additional allowances will be made because of lack of knowledge of these conditions. For site visitation appointments, contact the Public Works Department, Solid Waste Division representative Johnny Taylor at 352.343.3776.

**Section 1.5: Term of Contract – Twelve (12) Months**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

**Section 1.6: Option to Renew for Four (4) Additional One (1) Year Period(s) (With Price Adjustment)**

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), Product, Wage,

Earnings and Benefits Calculators. It is the vendor's responsibility to request any pricing adjustment in writing under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

#### **Section 1.6.1: Price Redetermination - Fuel**

If the below-identified price index for fuel (gas and/or diesel as applicable to the vendor's operation) increases by ten percent (10%) or more from the base index as defined below, the vendor may petition the Procurement Services Director in writing for an appropriate increase in the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the contractor's total cost for the contracted product or service.

Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the:

State of Florida Department of Management Services

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/state\\_contracts\\_agreements\\_and\\_price\\_lists/state\\_term\\_contracts/bulk\\_fuel\\_gasoline and diesel](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/bulk_fuel_gasoline_and_diesel) for unleaded gas, Florida PAD 1, Orlando

The base index will be the index number for the month prior to the due date of the solicitation. The current month index will be the last month's index published before the request for a price re-determination is made.

The vendor shall provide (in writing) a cost analysis as described below for each contract price for which the vendor is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any contract price for which an adjustment is requested; and a calculation showing the original contract price, the requested adjustment, and the proposed revised price. As an example: if the fuel index increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by 1.2 %  $(0.12 * 0.10)$ . The vendor may submit additional clarifying or justifying information for the County's consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of the vendor's request for pricing adjustment.

If the Procurement Services Director grants any increase in any contract price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the County if the fuel index(s) used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the vendor pertaining to any previous price increase.

This clause may be used in addition to any other price redetermination clause in this invitation/contract.

**Section 1.7: Method of Payment - Monthly Invoices**

The vendor(s) shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County user department(s) that requested the service through a purchase order. The invoices shall reflect the type of service provided to the County in the prior month.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

**Section 1.8: Insurance**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ \_\_\_\_\_  
 Garage Keepers Liability at coverage value: \$ \_\_\_\_\_

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is

the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

### **Section 1.9: Bonding Requirements**

Not applicable to this solicitation

**Section 1.10: Completion/Delivery**

As specified in Statement of Work

**Section 1.11: Acceptance of Goods or Services**

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

**Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor**

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five (5) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within five (5) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.



**Section 1.12: Warranty**

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

**Section 1.13: Delivery and Completion of Solicitation Response****Section 1.13.1: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date of the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 441  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800

TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
32400 COUNTY ROAD 473  
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

### **Section 1.13.2: Completion Requirements for Request For Proposal (RFP)**

**The original proposal and three (3) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter.** The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

The vendor's proposal will consist of two separately bound sections. The first section will be the vendor's Technical Proposal. The second section will be the vendor's price proposal. Each proposal section will be prepared in accordance with the following information and directions.

#### **A. Economy of Presentation**

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

#### **B. Proposal Guidelines**

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the proposal should be identified by section tabs, A cover sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name.

**C. Technical Proposal Sections:**

Proposals shall be organized into the following major sections.

**Tab 1 - Proposer Profile & Required Information**

- A. Statement of Interest & Understanding of Project
- B. Firm Profile / Firm History
- C. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:
  - Years of experience within the area of specialty.
  - Length of and type of service with firm.
  - Education and formal training, including certifications.
- D. Any required licenses or permits.

**Tab 2 - Proposed Solution Description(s)**

- A. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the vendor. Multiple alternate solution proposals may be submitted by the same proposer. For each different proposed solution, include the same degree of detail and description specified for a primary offering.
- B. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.

**Tab 3 - Proof of Insurability**

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

**Tab 4 - References**

Provide at least three (3) recent references where the proposed product /service have been used within the past three (3) years. Please use the form attached.

**Tab 5 - Litigation**

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization's professional activities.

**Tab 6 - Subcontractors / Joint Ventures**

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab 3 for each sub-contractor or joint venture participant.

**Tab 7 - Other Information**

Provide any information that will provide insight to the County about the qualifications, fitness and abilities of the proposer. This information should be succinct.

**D. Price Proposal Section:**

The Proposer shall organize its proposal into the following major sections.

**Tab 1 - Completed solicitation**

Include a copy of a fully completed and signed RFP.

**Tab 2 - Completed Pricing Back-up Section**

- Provide supporting documentation for the prices proposed sufficient to evaluate and determine price realism.
- Provide any required bond.

**Tab 3 - Financial Stability**

Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be

accepted. The County reserves the right to use a third-party company to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

**Tab 4 - Other Information**

Provide any information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer. This information should be succinct.

**Section 1.14: Accident Prevention and Barricades**

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**Section 1.15: Additional Facilities May be Added**

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

**Section 1.16: Business Hours of Operations**

No work shall be done on Saturday, Sunday, County holiday, or on any days between the hours of 5:01 P.M. and 7:29 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

**Section 1.17: Certificate of Competency/Licensure, Permits, and Fees**

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in

conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

**Section 1.18: Clean-Up**

Upon final completion, the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

**Section 1.19: Competency of Vendors and Associated Subcontractors**

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence that they have a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its sub-contractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its sub-contractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

**Section 1.30: Compliance with Federal Standards**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and

**Section 1.31: Key Contractor Personnel**

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar

nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

**Section 1.32: Labor, Materials, and Equipment Shall be Supplied by the Vendor**

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**Section 1.33: Omission from the Specifications**

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

**Section 1.34: Protection of Property**

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

**Section 1.35: Public Records/ Copyrights**

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

**Section 1.36: Special Notice to Vendors Regarding Federal and/or State Requirements**

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

**Section 1.37: Toxic Substances/Federal "Right To Know" Regulations**

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.



**SCOPE OF SERVICES****1. Definitions**

Household Hazardous Waste/Chemical Collection (HHWCC) Program - A County sponsored, continuous collection process involving the collection of Household Hazardous Waste and Chemicals delivered to the collection site located at the Lake County Public Works, Solid Waste Division at 13130 County Landfill Road, Tavares, Florida 32778 by individuals, residents and/or materials collected from the Household Hazardous Waste Mobile Collection Unit in accordance with Chapter 62-730 F.A.C.

Qualified Conditionally Exempt Small Quantity Generators (CESQG) are allowed to participate in the HHWCC Program by registration with the County and delivering materials on Wednesdays.

Special Hazardous Collection Events - Periodic collection events scheduled as necessary, to provide disposal opportunities to Small Quantity Generators (SQG) and uniquely targeted groups.

**2 Scope of Service**

Provide sufficient, competent, trained staff to receive, identify, handle, package, consolidate, store and transport all hazardous waste received and processed as a result of the continuous household hazardous waste/chemical collection program and special collection events initiated by the County. The County reserves the right to remove any material from the waste stream which is collected pursuant to its household hazardous waste/chemical collection program, including consolidation of compatible wastes prior to transport. The minimum requirements for the special collection events are as follows:

A. Traffic Control - Establish a configuration of logistics and personnel which will allow participants in the collection event to drive through the Solid Waste facility without leaving their car. The contractor shall remove the hazardous material from the participant's vehicle. Post signs or other legible instruction to inform participants of their responsibilities and to ensure the safe and smooth flow of traffic and set up separate, clearly designated traffic lanes for CESQG and SQG participants. Provide for the uninterrupted flow of traffic during shed clean out activities.

B. Handling and Packaging of Wastes - Provide on-site, at the County's specified location, services for the safe removal of hazardous wastes from vehicles, interviewing participants on the characteristics of their wastes, and determining the appropriate handling and storage of the wastes during special events (which the County will designate throughout the term of the contract). The material, once properly identified, shall be transported to the contractor's packaging and consolidation area located at the site. This service shall be performed by technicians with the minimum qualifications outlined within this RFP and contract.

C. Temporary Packaging and Consolidation - Select a location at the County's site for the collection of household hazardous waste/household chemicals and establish a temporary packaging and consolidation area. Provide all of the necessary equipment and materials required for setting up and operating the temporary packaging and storage area. Equipment shall be clean, properly maintained and clearly identifiable as belonging to the contractor. Transport all waste accepted during the event to this area for identification, testing, packaging, labeling and temporary storage. Material shall only be packaged in US DOT containers which are approved for the storage and transportation of the hazardous material contained within.

D. Identification of Wastes - Provide identification of all hazardous wastes received at the collection center. Identification shall be sufficient to properly package and label all hazardous wastes pursuant to US DOT requirements for transportation of hazardous wastes and materials and to ensure acceptance of the wastes at a permitted facility approved by the County. Provide all materials and equipment necessary for the proper testing and identification of wastes received during the event. Provide this service through the use of a chemist meeting the minimum requirements for the position as outlined within this RFP.

E. Consolidation of Wastes - Consolidate compatible wastes in order to provide the County with the lowest disposal cost for those wastes; including but not limited to, pouring off, or mixing together chemically compatible liquid oil based paints; pouring off, or mixing together chemically compatible flammable liquids such as oil, kerosene, gasoline, heating oil or other flammable or combustible liquids; pouring off, or mixing together chemically compatible liquid pool chlorine or pouring off or mixing together any other material which is chemically compatible and will not change or increase the hazard class or disposal cost of the original materials and would not create an increased risk to employees or participants in the collection events. Material shall only be packaged in US DOT containers which are approved for the storage and transportation of the hazardous material contained within and which may be supplied by the Contractor. Provide this service through the use of a chemist meeting the minimum requirements for this position as outline within this RFP.

F. Lab Packing - Provide services for the lab packing of hazardous materials for disposal. Lab packing shall be performed at the temporary packaging and consolidation area which shall be established by the Contractor and approved by the County. Each lab pack shall be accompanied by a lab pack list which identifies the individual types, the exact quantities and hazardous contents of the completed lab pack. Supply the County with the lab pack lists upon completion of the lab pack. Material shall only be packaged in US DOT containers which are approved for the storage and transportation of the hazardous material contained within. The minimum amount of packing material and the smallest practicable packaging container which can be safely utilized in the lab packing operation shall be used. Provide this service through the use of a chemist meeting the minimum requirements for this position as outlined within this RFP. Materials to be lab-packed will be provided to the contractor in the original containers.

G. Storage of Wastes - The contractor may, unless otherwise specified by the County; store properly packaged and labeled hazardous waste at the County's permanent storage facility prior to transporting these wastes for disposal. This waste may be stored for a period of no longer than two (2) calendar days. Only wastes which have been accumulated as a result of the household

hazardous waste/chemical collection program may be stored at the County's location. The contractor may store CESQG wastes at the County's facility specified within this RFP.

H. Manifesting of Wastes - Supply and complete a Uniform Hazardous Waste Manifest (US EPA Form 8700-22) in accordance with 40 CFR 262, Subpart B, and comply with the manifesting of 40 CFR 263, for all hazardous wastes collected and packaged during the project or transported from the County, by the contractor, for disposal. The manifest shall adequately describe the contents and amounts of the material being transported and shall comply with all applicable US DOT requirements for the identification of hazardous materials. Identify on the manifest the actual weight or quantity of material listed on the manifest. Contractor is prohibited from making weight or quantity estimates of material identified on the manifest. All containers of hazardous materials shall be labeled with the proper EPA waste identification code and start accumulation date of the container. The contractor shall be identified on the Uniform Hazardous Waste Manifest as the generator for all wastes collected by the Contractor through the household hazardous waste/chemical collection program and shipped off the County's site for disposal by the Contractor. Copies of all manifests shall be provided to the County upon completion of the collection event.

Prepare any required Land Disposal Restriction forms or documents and provide the County with copies of the completed forms prior to transportation of any material for disposal.

I. Transportation and Disposal - The County estimates it will generate the following types of wastes as defined within this RFP. The management of all wastes shall be limited to the following disposal options listed below. The following codes shall identify the disposal method for each waste using the following codes:

- (T) Hazardous waste treatment
- (L) Hazardous waste landfill
- (I) Hazardous waste incineration
- (F) Fuel blending
- (R) Recycling

J. Transportation of Wastes - Transport all wastes which are approved by the County to hazardous waste facilities identified in the RFP using transporters meeting the minimal insurance and licensing requirements as outlined within this RFP and contract. The contractor shall be responsible for all activities relating to the transportation of hazardous materials or wastes.

K. Disposal of Wastes - Contractor shall transport and deliver material for disposal to destination facilities which maintain a permit from the Environmental Protection Agency (EPA) or from an Authorized State and which is defined as a Treatment, Storage and Disposal Facility (TSDF) as identified in 40 CFR 264. Identify the name, addresses, EPA Identification number, the contact person and telephone number of the facility which will be utilized for disposal of hazardous material. List the facility, the waste code, and the treatment method in which the facility shall employ for each type of waste the facility shall accept. Provide a list of any and all violations, enforcement actions, fines over the amount of \$5,000.00, or other infractions in which the destination facility or facilities have received in the most current three (3) years of operation.

Disclose any instance of being denied a permit or license for the conduction of household hazardous waste/household chemical collection in the past three (3) years. The above items must be listed with your response to this RFP. Contractor must ensure that any materials which are generated as a result of the household hazardous waste/chemical collection program be prohibited from disposal in non-hazardous waste landfills as identified in Subtitle D of 40 CFR 264, or delivered to non-hazardous waste incinerators except those authorized to burn hazardous waste fuels, or any such facility which is not licensed to conduct treatment, storage, or disposal of hazardous wastes identified in 40 CFR 264. The contractor shall supply the County with a certificate of destruction for wastes removed. The certificate of destruction shall be supplied no later than ninety (90) days from the removal of the waste. The County reserves the right to withhold a percentage of the awarded contract amount until the receipt by the County of the certificate of destruction.

L. Recyclable Materials - Separate and segregate materials which can be recycled and select to recycle those materials as the preferred method of disposal. This shall include but not limited to anti-freeze, waste oil, automobile batteries, latex paint or any other materials which may be identified by the contractor or the County.

M. Non-Hazardous Wastes - The contractor shall not, unless otherwise directed by the County, package or dispose of non-hazardous waste or empty containers formally containing hazardous waste which are collected during a household hazardous waste collection event. The County shall provide a container for the disposal of non-hazardous wastes and empty containers collected during the events and the contractor shall place these wastes in this container at the direction of the County.

N. Unacceptable Wastes - Gas cylinders, explosives, radioactive, shock sensitive materials, ammunition, and infectious wastes will not be accepted within the household hazardous waste/chemical collection program. Contractor shall provide a list of any other unacceptable wastes, state why these wastes are unacceptable, and recommend alternative methods of disposal as part of its proposal.

O. Title of the Waste - Title to all wastes accepted by the contractor at the site from County, residents and CESQG's for transport and disposal by the contractor shall pass directly from such County resident or CESQG to the contractor upon acceptance of the waste by the contractor at the time of acceptance.

P. Small Quantity Generators - Collect wastes from the County's Small Quantity Generators. The County shall supply a mailing list of SQG's and CESQG's. Establish milk runs or small quantity collection schemes in order to provide economical transportation and disposal costs for the County's SQG's. The cost for disposal of the County's SQG wastes shall be paid by the SQG and the contractor shall be responsible for the collection of funds from the SQG. The contractor shall provide a toll free telephone number for the SQG's to contact the contractor. The SQG shall be charged a rate for disposal which is the same as identified by the contractor within its proposal to the County for the disposal of wastes collected as part of the County's household hazardous waste/ chemical collection program.

Provide at least two (2) workshops per year directed to small quantity generators to provide them with information and to assist them in preparation for participating. The date, time, and a general description of the purpose of the workshops shall be advertised in the local media through the Chambers of Commerce, and through trade associations at least sixty (60) days prior to the date of a collection event. Placement of advertisements shall be approved by the County at least seventy (70) days prior to the date of a collection event. The workshops shall be held at least thirty (30) days prior to the date of a collection event. These workshops shall address topics such as obtaining an EPA identification number, identifying and preparing their waste for collection, collection costs, guidance on waste reduction, and their legal responsibilities as hazardous waste generators. Contractor shall prepare an agenda outlining topics for County approval at least fifteen (15) days prior to the first workshop. The workshops and advertisements shall be conducted and placed at no cost to County or to the participants.

Q. Reports – Within forty five (45) days of completion of the household hazardous waste/chemical collection program pick-up, the contractor shall provide the County the following reports:

1. Date, location and the number of hours of the event and the number of cars, or residents which participated in the event, the type and exact quantity of the material received and the type and quantity of material rejected.
2. Contractor shall match the quantities of material received with the resultant containers which the contractor placed the received material into for disposal. The report shall list the hazard class of the container or lab pack as in flammable liquid, poison solid or liquid, etc. Total quantities (in pounds and/or gallons) of each hazard shall be noted.
3. List of materials transported for disposal along with copies of the corresponding manifests with the destination facility and the treatment method for each waste specified.
4. Detailed report of any spills or emergencies which occurred during performances of his services and outline the outcome of any remedial actions taken to include the current condition of the situation.
5. A detailed invoice to the County pursuant to the terms and conditions specified in this RFP and resultant contract.

R. Contractor shall assist in the advertising for special events scheduled by the County. County shall provide mailing labels and the Contractor shall incur the cost of mailing out a pre-approved flyer.

S. Optional Services - List, with your response to this RFP, any other services, and price schedule associated therewith, that County may, at its option, include within the contract for services.

**3. Plans and Procedures**

A. Submit and maintain a contingency plan, approved by the County, which adequately describes how to identify and correct any problems which may be encountered during the performance of the duties required within this RFP. The plan must include remedial action provisions, spill prevention and control and emergency responses for hazardous waste transportation.

B. Submit and maintain a site safety plan, approved by the County. At a minimum the plan must include provisions for the proper handling of hazardous materials, worker and participant safety and traffic control. The plan must ensure that appropriate measures are taken to prevent damage to human health, the environment and public and private property.

**4. Equipment**

Contractor shall provide the following devices and equipment, clearly labeled and identified as belonging to the contractor, for use at the household hazardous waste/chemical collection event:

A. An internal communication or alarm system capable of providing immediate emergency instructions, either voice or signal, to participating personnel.

B. A device such as a telephone or hand held two way radios which are capable of summoning emergency assistance from police, fire or State or local emergency response personnel.

C. Fire control equipment, including portable fire extinguishers and chemical extinguishing equipment, such as those using foam, inert gas or dry chemicals.

D. Spill control equipment including adequate quantities of absorbent materials, non-sparking shovels or devices, chemical neutralizers, over-pack drums or any other materials or devices which may be required for the control of spills or releases of material handled by the Contractor.

E. Personnel protective equipment in adequate quantities to outfit all participants in the household hazardous waste/household chemical collection event. Equipment shall provide, at a minimal, the level of protection required for the tasks performed by the Contractor. The Contractor shall have adequate quantities of material such as chemical protective suits, protective eye wear, protective boots, chemical protective gloves, respirators, eye wash station, self-contained breathing equipment and any other safety equipment required by the Contractor in the performance of his duties relating to the event or in the response to emergency situations.

F. First-aid and CPR supplies and equipment.

G. Drums, containers, liners, covers, rings, bolts, hazardous waste labels, manifests, lab pack lists, lab packing materials, material testing equipment or supplies, or any other material or

supply as might be needed for the receipt, identification, packaging, transportation and disposal of the material collected during the household hazardous waste/household chemical event.

## **5. Personnel**

The County will require a minimum of one (1) project manager, one (1) chemist and two (2) technicians. Where identified in the RFP, personnel shall have the following minimum qualifications and responsibilities:

A. Chemist - Persons identified as chemists shall maintain a four (4) year degree in chemistry or a related field, from an accredited college or university. Individuals shall have at least two (2) years' experience in conducting household hazardous waste/household chemical collection events and participated in the identification, classification and lab packing of chemicals and hazardous materials as part of its duties. Persons shall have participated in a 40 hour hazardous waste workers training program with an annual eight (8) hour refresher course, where applicable, in compliance with 29 CFR 1910.

The responsibility of the chemist shall be to properly handle, identify, segregate incompatible materials, consolidate compatible materials, lab pack, prepare lab pack identification documents associated with lab packs and properly label and determine the appropriate disposal methods for the hazardous materials collected during the household hazardous waste/household chemical collection event.

B. Project Manager - Person identified as project manager shall maintain a four (4) year degree in chemistry or a related field, from an accredited college or university. At least four years' experience in supervising household hazardous waste/household chemical collection events and participated in the collection, identification, consolidation, labeling, lab packing and properly manifesting and transporting chemicals and hazardous materials for disposal as part of its duties. Project manager must have participated in a forty (40) hour hazardous waste workers training program with an annual eight (8) hour refresher course, where applicable, in compliance with 29 CFR 1910. Individuals shall have received first aid and CPR training and be familiar with the emergency application of same.

The responsibility of the project manager shall be to manage, supervise and take direct responsibility for the actions of all employees and activities of the Contractor or subcontractor during the household hazardous waste/chemical collection event and insure compliance to the conditions of the contract. The project manager shall ensure that employees properly handle, identify, segregate incompatible materials, consolidate compatible materials, lab pack, prepare lab pack identification documents, assume responsibility for wastes being properly labeled and manifested and be responsible in determining the appropriate disposal methods for the hazardous materials collected during the household hazardous waste collection events. The project manager shall be responsible for the Contractor's actions in the prevention of spills or releases of hazardous materials and the Contractor's responses to accidents and releases as a result of activities relating to the Contractor or the conduction of the collection of hazardous materials during the household hazardous waste/chemical collection event.

C. Technician - Participation in a forty (40) hour hazardous waste workers training program with an annual eight (8) hour refresher course, where applicable, in compliance with 29 CFR 1910. Technicians shall have at least two (2) years' experience in the collection and proper handling of household hazardous wastes and participated in the collection, identification and manual transporting to the Contractor's consolidation areas, all chemicals and hazardous materials received as part of its collection of hazardous materials at similar household hazardous waste/household chemical collection events.

Technicians shall be responsible for the identification and safe removal of hazardous materials which are delivered by County residents and CESQG's to the household hazardous waste/household chemical collection event site. Technicians shall safely transport these materials to the Contractor's accumulation area and be able to identify potential hazards related to the handling of these materials.

D. Medical Surveillance - All site personnel, including any subcontractor, shall have successfully completed a pre-placement or periodic medical examination prior to their assignment to the project, in compliance with 29 CFR 1910. Identify any proposed subcontractor(s) along with their proposed tasks with your response to this RFP.

#### **6. Emergency or disaster situation**

Contractor shall assist the County in case of emergency or disaster situations for cleanup, collection and disposal of hazardous waste at sites determined by the County per the disaster fee schedule. (Contractor shall submit a proposed disaster fee schedule with this RFP.

#### **7. Training**

Contractor shall provide the following training at no cost to the County, at a site designated by the County for County employees:

- a. Forty (40) hour OSHA training on an as needed basis
- b. Eight (8) hour refresher course, on an as needed basis, which shall include the Department of Transportation HM181.



**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Contract:** The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to whom award has been made.

**County:** Shall refer to Lake County, Florida.

**Modification:** A written change to a contract.

**Proposal:** Shall refer to any offer(s) submitted in response to a Request for Proposal.

**Proposer:** Shall refer to anyone submitting an offer in response to a Request for Proposal.

**Request for Proposal (RFP):** Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

**3.2 INSTRUCTIONS TO PROPOSERS****A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The

Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

**D. Contents of Solicitation and Proposers' Responsibilities**

It is the responsibility of the proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the proposer.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

**F. Change or Withdrawal of Proposals**

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

**H. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

**3.3 PREPARATION OF PROPOSALS**

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out

and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

- C. An authorized agent of the proposer must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

### 3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

### 3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

### 3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

### 3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

### 3.8 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

### 3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance

with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

### 3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

### 3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

### 3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

### 3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

**3.14 CONTRACT EXTENSION**

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

**3.15 WARRANTY**

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

**3.16 ESTIMATED QUANTITIES**

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

**3.17 NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

**3.18 CONTINUATION OF WORK**

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

**3.19 LAWS, RULES, REGULATIONS AND LICENSES**

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

**3.20 SUBCONTRACTING**

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

**3.21 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover

of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

**3.22 RESPONSIBILITIES AS EMPLOYER**

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

**3.23 INDEMNIFICATION**

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**3.24 MODIFICATION OF CONTRACT**

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

**3.25 TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

**3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

**3.27 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

**3.28 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its

contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### 3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

### 3.30 PUBLIC RECORDS/ COPYRIGHTS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County. Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

### 3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

### 3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

### 3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

### 3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

### 3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

### 3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

### 3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

**RFP TITLE: Hazardous Waste Disposal Services****NOTES:**

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Each price offered in your RFP shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

**ACKNOWLEDGEMENT OF ADDENDA****INSTRUCTIONS:** Complete Part I or Part II, whichever applies**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: \_\_\_\_\_

Addendum #2, Dated: \_\_\_\_\_

Addendum #3, Dated: \_\_\_\_\_

Addendum #4, Dated: \_\_\_\_\_

**Part II:**

☐ No Addendum was received in connection with this RFP.

**PRICING SECTION**

Note: Pricing to include all labor, packing, transportation, disposal, reports, etc. (all inclusive pricing).

**A. Bulked Materials**

Bulked materials will be provided to the contractor in metal or plastic DOT approved drums. Drums will be labeled with waste type. It is the responsibility of the contractor to verify the identity of the materials before transportation. Price for disposal of bulked materials will be based on a per drum price.

- |                                      |                     |
|--------------------------------------|---------------------|
| 1. Oil base paint                    | \$_____/55 gal drum |
| Disposal method: _____               | \$_____/35 gal drum |
|                                      | \$_____/ 5 gal drum |
| 2. Latex paint                       | \$_____/55 gal drum |
| Disposal method: _____               | \$_____/35 gal drum |
|                                      | \$_____/ 5 gal drum |
| 3. Flammable liquid, non-halogenated | \$_____/55 gal drum |
| Disposal method: _____               | \$_____/35 gal drum |
|                                      | \$_____/ 5 gal drum |
| 4. Flammable liquid, halogenated     | \$_____/55 gal drum |
| Disposal method: _____               | \$_____/35 gal drum |
|                                      | \$_____/ 5 gal drum |
| 5. Flammable liquid poisons          | \$_____/55 gal drum |
| Disposal method: _____               | \$_____/35 gal drum |
|                                      | \$_____/ 5 gal drum |
| 6. Poisons, B, liquid                | \$_____/55 gal drum |
| Disposal method: _____               | \$_____/35 gal drum |
|                                      | \$_____/ 5 gal drum |
| 7. Poisons, B, solid                 | \$_____/55 gal drum |
| Disposal method: _____               | \$_____/35 gal drum |
|                                      | \$_____/ 5 gal drum |

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

RFP Number: 12-0805

8. Dioxin/PCB \$\_\_\_\_\_/55 gal drum  
Disposal method: \_\_\_\_\_ \$\_\_\_\_\_/35 gal drum  
\$\_\_\_\_\_/ 5 gal drum
9. Corrosives \$\_\_\_\_\_/55 gal drum  
Disposal method: \_\_\_\_\_ \$\_\_\_\_\_/35 gal drum  
\$\_\_\_\_\_/ 5 gal drum
10. Oxidizers \$\_\_\_\_\_/55 gal drum  
Disposal method: \_\_\_\_\_ \$\_\_\_\_\_/35 gal drum  
\$\_\_\_\_\_/ 5 gal drum
11. Hazardous waste liquids or solids \$\_\_\_\_\_/55 gal drum  
Hazard Class 9 BDAT \$\_\_\_\_\_/35 gal drum  
Disposal method: \_\_\_\_\_ \$\_\_\_\_\_/ 5 gal drum
12. Aerosol cans \$\_\_\_\_\_/55 gal drum  
Disposal method: \_\_\_\_\_ \$\_\_\_\_\_/35 gal drum  
\$\_\_\_\_\_/ 5 gal drum
13. Antifreeze \$\_\_\_\_\_/55 gal drum  
Disposal method: \_\_\_\_\_ \$\_\_\_\_\_/35 gal drum  
\$\_\_\_\_\_/ 5 gal drum

14. List any surcharges that may apply for special materials or contamination involved with items 1 through 13 above. Example: Surcharges based on percentage of halogens or the water content of flammable liquids.

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**B. Lab packs**

Unit price for each waste category shall be based on the total weight of the container and contents. The proposer shall use a Florida State Department of Agriculture Certified Scale(s). The certified scale must be capable of accurately determining the weight of materials with an accuracy of one (1) ounce.

1. Flammable liquid, non-halogenated \$\_\_\_\_\_ Lb.  
Disposal method: \_\_\_\_\_

2. Flammable liquid, halogenated \$\_\_\_\_\_ Lb.

Disposal method: \_\_\_\_\_

3. Flammable liquid poisons \$\_\_\_\_\_ Lb.

Disposal method: \_\_\_\_\_

4. Flammable solids \$\_\_\_\_\_ Lb.

Disposal method: \_\_\_\_\_

5. Poisons, B, liquid \$\_\_\_\_\_ Lb.

Disposal method: \_\_\_\_\_

6. Poisons, B, solids \$\_\_\_\_\_ Lb.

Disposal method: \_\_\_\_\_

7. Pesticide/Herbicides, liquid or solid \$\_\_\_\_\_ Lb.

Disposal method: \_\_\_\_\_

8. Pesticide/Herbicides, liquid or solid \$\_\_\_\_\_ Lb.

Disposal method: \_\_\_\_\_

9. Corrosives \$\_\_\_\_\_ Lb.

Disposal method: \_\_\_\_\_

10. Cyanides or sulfides \$\_\_\_\_\_ Lb.

Disposal method: \_\_\_\_\_

11. Oxidizers \$\_\_\_\_\_ Lb.

Disposal method: \_\_\_\_\_

12. Dioxin/PCB, Liquid or Solid \$\_\_\_\_\_ Lb.

Disposal method: \_\_\_\_\_

13. Hazardous waste liquids or solids \$\_\_\_\_\_ Lb.

Hazard Class 9 BDAT

Disposal method: \_\_\_\_\_



14. Latex Paints \$\_\_\_\_\_ Lb.

Disposal method: \_\_\_\_\_

C. Materials

Contractor must provide all packing and testing materials as part this RFP. The County will provide bulk materials in DOT approved drums. At the discretion of the county, the contractor may be required to provide drums, at the County expense, for materials that are to be lab packed.

Drum Prices (each) \$\_\_\_\_\_/55 gal drum

D. Conditionally Exempt Small Quantity Generators (CESQGs) and Small Quantity Generators (SQGs)

Contractor must service CESQG's and SQG's within Lake County and honor the contracted prices throughout the course of the contract. If businesses are scheduled on a run for pickup, the only additional charge that will be incurred be transportation per drum.

\$\_\_\_\_\_/55 gal drum

**By Signing this Proposal the Proposer Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

**Certification Regarding Acceptance of County Electronic Payable Process**

Vendor will accept payment using the County's VISA-based electronic payment system: ☐ Yes ☐ No

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

**DUNS Number** (Insert if this action involves a federal funded project): \_\_\_\_\_

**General Vendor Information and Proposal Signature:**

Firm Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 Mailing Address (if different): \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 FEIN No. \_\_\_\_\_ - \_\_\_\_\_ Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days, net \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Award of Contract by the County: (Official Use Only)**

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

**Vendor awarded as:**

- ☐ Sole vendor ☐ Pre-qualified pool vendor based on price  
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: \_\_\_\_\_  
☐ Secondary vendor for items: \_\_\_\_\_ ☐ Other status: \_\_\_\_\_

Signature of authorized County official: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

Purchase Order Number assigned to this contract for billing purposes: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Work References**

**Attachment 2: Vendor Profile Form**

**Attachment 3: Similar Projects Form**

**WORK REFERENCES**

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

**VENDOR PROFILE FORM**

1. Bidder Name & Address:	1d. Licensed to do business in the State of Florida? _____ Yes _____ No
	1e. Name, Title & Telephone Number of Principal to Contact
	1f. Address of office to perform work, if different from Item 1
1a. FEIN # _____	
1b. Year Firm was established _____  1c. Are you a "Not for Profit" 501(c) (3) organization? Yes _____ No _____  If you answered yes, please provide proof.	
2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.	
3. The foregoing is a statement of facts.  Signature: _____ Date: _____  _____ (Typed or Printed Name) (Title)	

**SIMILAR PROJECTS FORM**

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<u>Project Name, Entity Name, Address &amp; Location</u>	<u>Contact Person:</u>
	<u>Title:</u>
Completion Date (Actual or Estimated) _____	<u>Telephone Number</u>
Project Cost: \$ _____	
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u>	